



March 18,2014

Ms.Nefertiti DiCosmo Project Coordinator
US Environmental Protection Agency-Region V
77 W.Jackson Blvd.(SRF-6J)
Chicago,Illinois 60604

946944

Subject: Gerda Ameristeel US Inc Good Faith Offer
Response to Special Notice Letter of Potential Liability
Chemetco Superfund Site
Madison County,Illinois

US EPA RECORDS CENTER REGION 5

Dear Ms.DiCosmo

We are in receipt of the subject letter dated January 21,2014.

Please consider this letter as confirmation of Gerda Ameristeel US Inc(Gerdau's) willingness to participate in future negotiations with EPA and other PRP's concerning this site and to resolve any potential liability as discussed in page 5 of the subject letter.

Specifically,Gerdau is willing to enter into negotiations with EPA and other PRP's to undertake the activities described in page 3 of the subject letter and to reimburse EPA for costs incurred to date.

To confirm Gerda's willingness to participate, attached is copy of a properly executed Chemetco Site Informational Group and Cost Sharing Agreement dated March 18,2014 and the transmittal letter to Curt M.Richards of Olin Corporation.

If there are any questions concerning this letter please contact me at 813-207-2200 or 813-503-1619 or via email at Luis.Nieves@Gerdau.com.

Very truly yours


Luis A. Nieves
Director, Environment

CC;Curt M. Richards Olin
Jack Skelley,Gerdau

LAN:ncw

Executive Offices

4221 W. Boy Scout Boulevard, Suite 600 • Tampa, Florida 33607 • P.O. Box 31328 • Tampa, Florida 33631-3328 • (813) 286-8383 • (800) 637-8144

[Signature]
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**CHEMETCO SITE INFORMATIONAL GROUP AND COST SHARING
AGREEMENT**

1. **Chemetco Site Informational Group.** The signatories to this agreement ("Agreement") hereby organize and constitute themselves as the Chemetco Site Informational Group ("Group") for the term of this Agreement. Each party whose authorized representative has executed this Agreement shall be a member of the Group until the Agreement terminates or such time as they withdraw or are removed as set forth in Paragraph 19 below (individually "Member" and collectively "Members")

2. **Agreement.** It is the purpose of this Agreement to organize the Members for the purposes sharing costs to collectively gather site information and PRP nexus data.

3. **Effective Date.** This Agreement shall be effective April 15, 2012 and shall terminate upon action by the Members pursuant to Paragraph 27 below.

4. **Objectives.** The Group is organized to:

(a) Investigate, secure and analyze factual information and documents concerning the Site, including historical operations, personnel, regulatory permitting and enforcement, and bankruptcy proceedings;

(b) organize and conduct a search for parties potentially responsible for conditions at the Chemetco Site;

(c) take steps necessary for Group response to EPA General Notice or Special Notice letters;

(d) raise, allocate, and spend the funds necessary to implement the objectives of the Group;

(e) hire consultants, investigators, and common counsel as necessary;

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(f) take all actions necessary to carry out the objectives for which this Group was formed; and

(g) allocate among themselves all Shared Costs incurred pursuant to this Agreement, as that term is defined and set forth in Paragraph 18 below ("Shared Costs").

5. **Cooperation.** The Members shall reasonably cooperate with each other to effectuate the objectives of the Group.

6. **Majority Rule.** The Group shall attempt to make decisions by consensus. If a consensus on any matter cannot be achieved, a decision shall be made by a vote of the Members of the Group at a meeting duly called in accordance with this Agreement. Except as otherwise provided, on any matter put to a vote, such matter shall be decided by a simple majority of more than fifty percent (50%) of the Voting Power of the Members in accordance Paragraph 13 as represented at such duly called meeting.

7. **Committees.** In order to carry out the purposes of this Agreement, the Members shall establish a Steering Committee, and the Steering Committee or the Group may establish such other committees as deemed necessary, including but not limited to an Allocation Committee. Each Member, and any individual serving on any committee on behalf of any Member, agrees to maintain the privileged nature and confidentiality of all communications and proceedings of such committees; such obligation shall continue in the event such individual should leave the employ of or cease to represent such Member.

8. **Committee Members.** Membership in committees shall be open to any Member who expresses a willingness to make its representative available to participate in committee functions actively and on an ongoing basis. Unless authorized in writing by

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the Group, Committee members shall serve without compensation. All committees shall elect a Chairperson.

9. **Action.** The Group reserves to itself the right at any time and from time to time directly, in accordance with the voting procedures and requirements set forth in this Agreement, to: (A) overrule any decision or action of the Steering Committee or any other committee established under this Agreement; and (B) to make decisions and authorize action to be undertaken pursuant to this Agreement, including, without limitation, adoption of an allocation for Shared Costs.

10. **Steering Committee.**

(a) **Steering Committee Members.** A Steering Committee shall be formed. The Steering Committee shall elect a Chairperson at its first meeting. The identity of the person holding the position of Chairperson may be changed from time to time in accordance with the voting procedures and requirements set forth in this Agreement.

(b) **Enumerated Powers of the Steering Committee.** The powers, duties, and responsibilities of the Steering Committee, to be exercised as necessary under the direction and with the approval of the Group, shall include:

- (i) coordinating and supervising the technical, legal, and/or investigative efforts undertaken for the benefit of the Group;
- (ii) retaining and supervising the activities of any necessary consultants, investigators and common counsel;
- (iii) issuing assessments for payment of Shared Costs by Group Members in accordance with Paragraph 18 below;

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- (iv) creating subcommittees to handle specific matters;
- (v) recommending to the Group a method or methods of allocating Shared Costs;
- (vi) forwarding to the Members such substantive papers as the Steering Committee deems necessary to allow a Member to determine if it wishes to exercise its right of withdrawal under Paragraph 19 of this Agreement;
- (vii) evaluating the need for and, if appropriate, providing for the establishment and maintenance of a document repository by a duly selected contractor which shall be indexed and reasonably accessible to the Members;
- (viii) reporting in writing its decisions, actions and recommendations to the Group from time to time as may be necessary to keep the Group fully informed of matters covered by this Agreement,
- (ix) calling periodic meetings of the Group;
- (x) handling administrative and financial matters, including receipt and review of all invoices from any consultants, investigators or common counsel retained by the Group and all invoices for administrative expenses and making payment of such invoices;
- (xi) establishing an account to be known as the Chemetco Site Trust Account ("Group Account") into which all assessments for Shared Costs, as described in Paragraph 18, shall be deposited and from which all payments for Shared Costs shall be made; recommending to the Group

that litigation be commenced against any party to this Agreement for breach of this Agreement, or to enforce the terms of this Agreement; and conducting such other activities as are necessary and proper to carry out the purposes of this Agreement.

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(c) **Steering Committee Voting.** The Steering Committee shall attempt to make decisions by consensus; however, on any matter put to a vote, such matter shall be decided by two-thirds (2/3) of the Voting Power of the Committee members present in person, by telephone or in accordance with the voting procedures and requirements set forth in this Agreement.

11. **Voting Power.** At any Group or Committee meeting, each Member shall have a vote in the proportion to the amount of financial contribution assessed to and paid by such Member under this Agreement. For purposes of calculating the proportional vote of each Member, an assessed amount and financial contributions related thereto shall only be included in the calculations if the notice of assessment was issued more than 30 days prior to the meeting.

12. **Voting by Proxy.** A Member eligible to vote at a meeting may assign its vote to another Member of the Group for Group decisions or to another member of a Committee for Committee decisions. The assignment of a vote by a Member to another Member can only be made in writing and shall be valid only for the meeting designated in the proxy.

13. **Meetings.** Meetings of the Group may be called for any purpose at any time by the Steering Committee or by Members representing twenty percent (20%) of the

Voting Power as set forth in Paragraph 11. Meetings may be held by telephone conference.

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14. **Notice of Meetings and Teleconferences.** When practicable, written notice of the time, date, place, and purpose of any meeting of the Group or any Committee shall be given to each Member at least fifteen (15) days before the date of such meeting or at least five (5) days before a teleconference. In the event a meeting or teleconference is called on less than the specified time for written notice, best efforts, including notice by telecopy or email, shall be made to provide notice in fact to every Member or Committee member as the case may be. Whenever practicable, an agenda shall be forwarded at the time written notice of the time, date, place, and purpose of the meeting is sent. The agenda shall identify major items to be discussed, including all matters proposed for a decision or a vote, and shall include notice of all proposed funding commitments currently pending.

15. **Right of Separate Counsel.** Notwithstanding that common counsel may be retained by the Group, each Member reserves the right to select and retain its own counsel to represent such Member on any matter, and to advise common counsel that such Member is not to be represented by or through common counsel with respect to any such matter.

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16. Shared Costs.

(a) **Shared Costs** shall include all authorized costs incurred by the Group, including but not limited to: historic investigation, records acquisition and review, and bankruptcy proceedings analysis; PRP search costs; administrative and legal expenses; and all other costs for work authorized by the Group under this Agreement.

(b) **Administrative Expenses.** Administrative Expenses referenced in Section (a) above such as postage, telephone charges, telecopier charges, and other necessary disbursements of that type incurred by any Member serving as Chairperson of any Committee shall be paid out of Shared Costs. The Chairperson shall submit a statement of such Administrative Expenses to the Steering Committee for review and approval on a quarterly basis.

(c) **Initial Contribution.** All Members of the Group shall make an initial contribution in the amount of \$5000.00 towards Shared Costs at the time each signs this Agreement. The contribution must be made payable to the "Chemetco Site Trust Account" or other account designated by the Steering Committee and received by the Chairperson of the Steering Committee, or his or her designee, within thirty (30) calendar days after the Member signs the Agreement.

(d) **Assessments.** It is understood by the Members that additional assessments for Shared Costs may be required. Assessments shall continue to be divided among the Members equally (*per capita*) unless and until a different allocation system is adopted by the Group pursuant to Paragraphs 10 and 11. All additional assessments for Shared Costs shall be due and payable thirty (30) days after issuance of notice thereof, subject to the withdrawal rights set out in Paragraph 17.

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(e) Assessments Subject to Reallocation. All payments made for Shared Costs shall be considered interim assessments and fully subject to reallocation, if agreed to by the Group, upon adoption of a different allocation by the Group.

(f) Purpose of Funds. All monies paid by Members pursuant to this Agreement shall be used solely to accomplish the objectives of the Group.

(g) Late Payment of Assessments. Assessments not paid within thirty days after issuance of notice thereof, subject to the withdrawal rights set out in Paragraph 17, shall be subject to interest at the rate of 1% per month.

17. Withdrawal and Removal.

(a) Right of Withdrawal. At any time after a Member has contributed the initial amount set forth in Paragraph 16 (c) hereof, such Member shall have the right to withdraw from this Agreement. Upon such withdrawal a Member shall be liable or responsible only for those Shared Costs assessments issued more than thirty (30) days prior to such Member's withdrawal. A Member shall have thirty (30) days from the date the Group adopts a different allocation under Paragraphs 10 and 11 to withdraw from this Agreement without application of the newly-adopted allocation to that Member.

(b) Removal of a Member. If any Member's interests or actions are regarded as contrary to the interests of the other Members, including without limitation as set forth below, such Member may be removed from this Agreement by a vote of two-thirds (2/3) of the Voting Power of the Group under Paragraph 11 as represented at any duly called meeting, less the Voting Power of the Member proposed to be removed.

(i) Any Member entering into a separate settlement not offered to all Members with the USEPA, the State of Illinois or other

governmental agency shall be deemed to have withdrawn effective upon the effective date of the settlement or the Member's notice of withdrawal, whichever is earlier.

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(ii) Any Member that fails to pay any portion of a Shared Costs assessment pursuant to this Agreement within sixty (60) days following issuance of such assessment shall be considered in default and is subject to removal by the Group.

(c) Obligations after Withdrawal or Removal. Notwithstanding any withdrawal or removal pursuant to this Paragraph 17, a withdrawn or removed Member shall continue to be liable and responsible for all Shared Cost assessments issued more than thirty (30) days prior to the Member's date of withdrawal or removal. A withdrawn or removed Member's allocated share of liability or responsibility for Shared Costs shall be the allocated share in effect as to that Member thirty (30) days prior to the date of withdrawal or removal. Any Member withdrawing or removed from this Agreement shall not be entitled to any reimbursement from the Group Account, except upon approval by two-thirds (2/3) of the Voting Power of the Group under Paragraph 11, as represented at a duly called meeting. The confidentiality obligations set forth in Paragraph 19 hereof shall remain in full force and effect upon a withdrawn or removed Member.

(d) Notice of Withdrawal or Removal and Rights to Information. A withdrawing Member shall provide written notice of withdrawal to the Chairperson of the Steering Committee by certified mail, return receipt requested. Withdrawal shall be effective immediately upon mailing such notice or transmitting the notice via telecopy or

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by hand. Written notice of removal shall be issued by the Chairperson of the Steering Committee by certified mail, return receipt requested, to the removed Member, and shall describe the reasons for the removal and those actions, if any, required to avoid removal. Removal shall be effective immediately upon mailing such notice or transmitting the notice via telecopy or by hand, unless the notice describes actions required to avoid removal, in which case the notice may delay the effective date of removal by no more than ten (10) calendar days to allow such avoidance. A withdrawn or removed Member shall be entitled to all information in whatever form obtained by the Group's consultants prior to the date of such withdrawal or removal notice, provided that Shared Costs are not due and owing from the Member as of the withdrawal or removal date. If Shared Costs are due and owing, a withdrawn or removed Member shall be entitled to all information obtained by the Group's consultants during such time as the Member was paid in full. The confidentiality obligations set forth in Paragraph 19 hereof shall remain in full force and effect on withdrawn or removed Members.

18. **Shared Information.** From time to time, the Members may elect to disclose or transmit to each other, directly or through the Steering Committee, such information as each Member or consultant retained for the Group deems appropriate for the sole and limited purpose of asserting common claims or defenses relating to the Chemetco Site or coordinating such other activities that are necessary and proper to carry out the purposes of this Group. Shared information may be disclosed to or transferred among the Members or their counsel orally or in writing or by any other appropriate means of communications and may include information or documents that would not be subject to any privilege or other protection from disclosure if the disclosing Member had

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not done so. The Members intend that no claim of privilege be waived by reason of participation or cooperation pursuant to this Agreement. Further, from the effective date of this Agreement, the Members intend that Paragraphs 18-21 shall apply to all information shared under the Joint Defense Agreement dated December 15, 2011 that was executed by certain Members and shall supersede the Joint Defense Agreement.

19. **Confidentiality of Shared Information.** This Agreement and all other written and oral communications among the Members, their consultants or their counsel regarding any aspect of matters made the subject of this Agreement, and any information compiled as work product of the Group (and/or committees), shall be held in strict confidence by the Members and shall not be disclosed, except as required by law, to any other person other than a Member, its legal counsel, its insurers, or consultants as authorized by the Steering Committee. Execution of this Agreement constitutes the signatories' mutual agreement that any consultations among the signatories or their attorneys or consultants, and any sharing of information, including without limitation pooling or work product or other confidential information, are reasonably necessary for the accomplishment of the purpose for which attorneys for the signatories have been consulted and retained. Any consultations among the signatories and their counsel or consultants, and any sharing or pooling of work product or other information, are in reliance on the joint defense privilege.

(a) Each member agrees that all shared information shall be used only in connection with asserting any common claims or defenses in connection with the Chemetco Site and conducting such other activities that are necessary and proper to carry out the purposes of this Agreement.

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(b) Shared information that is exchanged in written or in document form and is intended to be kept confidential may, but need not, be marked "Confidential" or with a similar legend. If such information becomes the subject of an administrative or judicial order requiring disclosure of such information by a Member, where the information will be unprotected by confidentiality obligations, the Member may satisfy its confidentiality obligations hereunder by notifying the Member that disclosed the information to the Group and by giving such Member an opportunity to protect the confidentiality of the information or, if the information was generated by common counsel, a technical consultant or other person acting as a Committee member or otherwise in a capacity for the Group, by giving notice to the Steering Committee Chairperson and/or common counsel.

(c) Each Member shall take all necessary and appropriate measures to ensure that any person who is granted access to any shared information or who participates in work on common projects or who otherwise assists any counsel or technical consultant in connection with this Agreement, is familiar with the terms of this Agreement and complies with such terms as they relate to the duties of such person.

(d) The Members intend by this Agreement to protect from disclosure all information and documents shared among any Members or between any Member and common counsel or any technical consultant to the greatest extent permitted by law regardless of whether the sharing occurred before execution of this Agreement and regardless of whether the writing or document is marked Confidential.

(e) The confidentiality obligations of the Members under this Agreement shall remain in full force and effect, without regard to whether a Member

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withdraws or is removed, whether this Agreement is terminated or whether any administrative or judicial action arising out of the Chemetco Site is terminated by final judgment or settlement. The confidentiality provisions of this Agreement shall not apply to shared information which is now or hereafter comes into the public domain without violation of this Agreement, or which is sought and obtained by or from a Member or former Member pursuant to valid discovery procedures and is not otherwise protected from disclosure.

(f) In the event a Member withdraws from this Agreement or is removed pursuant to Paragraph 17, upon written request of the withdrawn or removed Member or the Chairperson of the Steering Committee, any documents or other physical materials containing confidential information provided by such Member to common counsel, to the other Members, or to any technical consultant retained for the Group, shall be promptly returned to such Member together with all copies thereof, and any document or physical materials provided by any technical consultant, or the other Members to the withdrawing or removed Member shall be promptly returned by such Member together with all copies thereof. The withdrawing or removed Member and the remaining Members shall remain obligated to preserve the confidentiality of all confidential information received or disclosed pursuant to this Agreement. In the event this Agreement is terminated, the Members shall return such documents or physical materials to other Members in the same manner as if a Member had withdrawn and all Members shall remain obligated to preserve the confidentiality of all confidential information received or disclosed pursuant to this Agreement.


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20. **Preservation of Privilege.** Information disclosed by the Members or their individual counsel may be disclosed to any other Member or their counsel, and each Member hereby expressly consents to treat such disclosure to it as being for the sole purpose of asserting any common claims or defenses relating to the Chemetco Site or coordinating such other activities that are necessary and proper to carry out the purposes of this Group. Such disclosure shall not be deemed a waiver of any privilege.

21. **Access to Documents.** Subject to Paragraph 17, all Members shall have access to all shared information or reports submitted pursuant to this Agreement in whatever form relating to the Chemetco Site. Access and use of documents shall be in compliance with the confidentiality provisions of Paragraph 19. A duly selected contractor shall be authorized to receive duplicate copies of such documents or reports and to maintain same in its office or in an on-line document repository. Said contractor shall allow all Members reasonable access to such documents or reports provided that any Member seeking access shall provide the contractor with reasonable prior notice.

22. **Denial of Liability.** Neither the fact of participation in the Group or its Committees nor the existence of this Agreement shall constitute or be used as evidence of any admission of law or fact or any waiver of any rights or defenses by Members as among themselves or by any other person not a Member; provided, however, that this Agreement can be used to enforce its terms against a Member. Any allocation of Shared Costs is not intended to constitute an admission of liability. Furthermore, no part of this Agreement shall constitute or be interpreted or construed as an admission by any Member of any liability under any federal, state, or local law, regulation, or ordinance.

23. **Indemnification.**


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(a) No Member or its representatives serving on any Committee or subcommittee shall be liable to any other Member for any claim, demand, liability, cost, expense, legal fee, penalty, loss or judgment incurred or arising as a result of any acts or omissions taken or made hereunder.

(b) Each Member agrees that the Group shall indemnify, defend, and hold harmless any Member and its representatives from and against any claim, demand, liability, cost, expense, legal fee, penalty, loss or judgment (collectively "liability") which in any way relates to the good faith performance of any duties under this Agreement by any Member or its representatives on behalf of any Committee, subcommittee, or the Group, including, but not limited to, any liability arising from any contract or agreement signed by the Member or its representatives at the request of the Steering Committee or the Group. This indemnification applies only to activities of the Members taken pursuant to this Agreement. This indemnification shall not apply to any liability arising from a criminal proceeding where the Member or its representatives had reasonable cause to believe that the conduct in question was unlawful or to any liability arising from the gross negligence or willful misconduct of the Member or its representatives.

(c) Payments under this section shall be a Shared Cost in accordance with Paragraph 16 hereof, and shall be allocated among each Member that (1) was a Member at the time that the action was taken that gives rise to this indemnification, or (2) subsequently joins the Group.

(d) The terms of this section shall survive the termination of the Agreement and the withdrawal or removal of any Member.


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24. **New Members.** The Members as of the effective date are Members *ab initio*. Any party that becomes a Member by execution of this Agreement subsequent to the effective date of this Agreement shall be deemed a Member *ab initio*, but shall be required to pay as its Initial Contribution under Paragraph 16 a sum equal to all amounts which such Member would have been obligated to pay if it actually was a Member *ab initio*. The Group may impose different terms and conditions upon any party seeking to enter this Agreement after its Effective Date.

25. **Survival of Obligations.** The confidentiality obligations set forth in Paragraph 19 and the access to documents or reports as provided in Paragraph 21 shall survive termination of the Agreement, and shall survive withdrawal by or removal of any Member under Paragraph 17.

26. **Entire Agreement.** This Agreement constitutes the entire understanding of the Members with respect to its subject matter, subject to the Amendments/Termination provisions of Paragraph 27.

27. **Amendments/Termination.** This Agreement may be amended or terminated upon approval by two-thirds (2/3) of the Voting Power of the Group under Paragraph 11, as represented at a duly called meeting. Any such amendment shall become effective thirty (30) days after written notice of such amendment is issued to all Members. If this Agreement is amended or re-executed, all actions, contracts, rights, obligations, assessments, payments and prior amendments made under the prior version or versions of the Agreement shall be deemed adopted and accepted under the revised Agreement.

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28. **Separability.** If any provision of this Agreement is deemed invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

29. **Governing Law.** This Agreement shall be interpreted under the laws of the State of Illinois.

30. **Counterparts.** This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, together constitute one and the same instrument.

31. **Insurance.** The Members do not intend hereby to make any agreement that will prejudice any Member with respect to its insurers. On the contrary, it is anticipated that the actions taken pursuant to this Agreement are consistent with the interests of such insurers.

32. **Successors and Assigns.** This Agreement shall be binding upon the successors and assigns of the Members. No assignment or delegation of the obligation to make any payment or reimbursement hereunder will release the assigning Member without the express written consent of the Steering Committee.

33. **Allocation in the Event of Default, Withdrawal or Removal.** The unpaid balance of any defaulting Member's portion of Shared Costs may be assessed by the Steering Committee against the other Members (without waiving any rights such Members may have against the defaulting Member or its successors and assigns) in the same proportion as the other Members would have been obligated to pay if the defaulting Member had not been a signatory to this Agreement. Likewise, if a Member withdraws or is removed, the share of Shared Costs allocated to that Member shall be redistributed

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among the remaining Members *pro rata*, unless the Group adopts a different redistribution system for such share.

34. **Effective Date and Method of Execution.** The effective date of this Agreement shall be the date stated in Paragraph 3 of this Agreement. It is, however, agreed that the confidentiality section of this Agreement applies retroactively to all prior communications among Members concerning matters covered by this Agreement. This Agreement shall be executed by each Member by signing the last page of this Agreement and furnishing an original signed version of the Agreement to the Steering Committee.

35. **Third-Party Beneficiaries.** This Agreement is not intended for the benefit of any third party and shall not be enforceable by any third party.

36. **Notice.** All notices, bills, invoices, assessments and other communications with a Member shall be sent to the representative designated by the Member on said Member's signature page of this Agreement by U.S. Mail (or its equivalent) and electronic mail. Each Member shall have the right to change its representative upon ten (10) days' written notice to the Chairperson of the Steering Committee.

37. **Waiver of Conflict of Interest.** In the event that the Steering Committee engages common counsel, each Member agrees that: (1) it will not claim or assert that, based solely on said counsel's past or present representation of a Member, said counsel has a conflict of interest in performing legal services authorized by the Steering Committee and arising out of the Chemetco Site, unless the Member notifies the Steering Committee of the claimed conflict within twenty (20) days of receiving notice of intent to hire said counsel; (2) it will not claim or assert that, based solely on said counsel's

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representation of the Group under the terms of this Agreement, said counsel has a conflict of interest in connection with any representation of any other person or entity in a matter pending as of the date of receiving notice of intent to hire said counsel, unless the Member notifies the Steering Committee of the claimed conflict within twenty (20) days of receiving said notice; (3) it will not claim or assert that, based solely on said counsel's representation of the Group under the terms of this Agreement, said counsel has a conflict of interest in any future representation of any person or entity unless the subject matter relating to said representation arises out of or is connected to the Chemetco Site or involves or could involve any facts or information obtained from the Member during the term of this Agreement; (4) in the event that any conflict develops in the performance of work authorized by the Steering Committee or by common counsel and the performance of work authorized by a Member that has retained that counsel, the Member consents to common counsel's continued performance of the work authorized by the Steering Committee; and (5) if a Member withdraws or is removed from this Agreement or its representation by common counsel is in any way terminated, it will raise no objection to the continued representation by common counsel of all or any of the other Members in connection with any legal services arising out of the Chemetco Site.

If any Member withdraws, or is removed, that Member shall not claim any conflict of interest in, or object to, the continued provision of technical assistance by any technical consultant retained by the Steering Committee.

38. **Relationship of Members.** No Member, or representative or counsel for any Member, has acted as counsel for any other Member with respect to such Member entering into this Agreement, except as expressly engaged by such Member with respect

to this Agreement, and each Member represents that it has sought and obtained any appropriate legal advice it deems necessary prior to entering into this Agreement.


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No Member or its representative serving on any Committee or subcommittee shall act or be deemed to act as legal counsel or a representative of any other Member, unless expressly retained by such Member for such purpose, and, except for such express retention, no attorney/client relationship is intended to be created between representatives on any Committee or subcommittee and the Members.

Nothing herein shall be deemed to create a partnership or joint venture and/or principal and agent relationship between or among the Members.

IN WITNESS WHEREOF, the Parties hereto, which may be by and through their appointed counsel, enter into this Chemetco Site Informational Group and Cost Sharing Agreement. Each signatory represents and warrants that he or she has been duly authorized to enter into this Agreement by the company or entity on whose behalf it is indicated that the person is signing.

Member: GERDAU AMERISTEEL VS. INC.

BY (sign): 

Print Name: LUIS A NIEVES

Dated: 3/18/14

Title: DIRECTOR, ENVIRONMENT

Designated Representative for Receipt of Notice and Invoices:

Name: LUIS A. NIEVES DIRECTOR, ENVIRONMENT
GERDAU AMERISTEEL

Address: PO BOX 31328
TAMPA, FLORIDA 33631

Telephone: 813 207 2200/ Non-Responsive

Facsimile: 813 207 2269

Email: LUIS.NIEVES@GERDAU.COM

March 18,2014

Mr.Curt M.Richards,Corporate VP,EHS
Olin Corporation
3855 North Ocoee Street Suite 200
Cleveland,TN 37312

Subject: Gerdau Ameristeel US Inc
Signed Chemetco Site Informational Group and Cost Sharing
Agreement
Madison County,Illinois

Dear Mr. Richards:

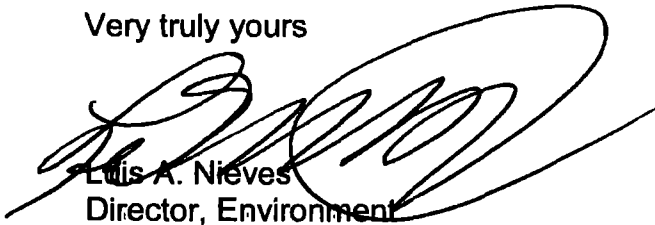
We are in receipt of your letter,same subject,dated March 6,2014.

Please consider this as confirmation of Gerdau Ameristeel US Inc(Gerdau's) joining the Chemetco Site group;attached are two signed originals of the subject agreement and the completed W-9 form.

Per the agreement,we will submit the \$5000 check to Ms.Goodner in your office by April 10,2014.A copy of this letter and the signed agreement has been provided to Ms. DiCosmo at US EPA.

If there are any questions concerning this letter please contact me at 813-207-2200 or 813-503-1619 or via email at Luis.Nieves@Gerdau.com.

Very truly yours



Luis A. Nieves
Director, Environment

CC:Ms. Nefertiti DiCosmo USEPA Region 5
Mr. Jack Skelley,Gerdau

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